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WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
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20006-2973

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RECORDATION NO. 17286-Q  
FILED 1425

April 17, 1995

APR 17 1995 - 11 33 AM

INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

APR 17 11 33 AM '95

RECEIVED  
OFFICE OF THE  
SECRETARY

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) duly executed and acknowledged copies of a Security Agreement (Mortgage) Supplement No. 1, dated as of March 31, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to that certain Security Agreement, dated as of April 19, 1991, which was duly filed with the Commission under Recordation Number 17286.

The names and addresses of the parties to the enclosed document are:

Secured Party: Export Development Corporation.  
151 O'Connor Street  
P.O. Box 655  
Ottawa, Canada K1P5T9

Debtor: National Railroad Passenger Corporation (Amtrak)  
60 Massachusetts Avenue, N.E.  
Washington, D.C. 20002

A description of the railroad equipment covered by the enclosed document is identified on Schedule I attached hereto.

Copy  
County of -

Mr. Vernon A. Williams

April 17, 1995

Page 2

Also enclosed is a check in the amount of \$21 00 payable to the order of the Interstate Commerce Commission covering the required recordation fee

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

## SCHEDULE I

<u>CAR TYPE</u>	<u>CURRENT SEQUENCE EXTENSION</u>
(35) Transition Cars	39012 through 39046
(10) Diners	38059 through 38068
(10) Lounges	33040 through 33049



Interstate Commerce Commission  
Washington, D.C. 20423-0001

4/17/95

Office Of The Secretary

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of  
the Interstate Commerce Act, 49 U.S.C. 11303, on 4/17/95 at 11:35AM, and  
assigned recordation number(s). 17296-Q.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100598035)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

17286-0  
FILED 1625  
APR 17 1995 - 1:35 AM

**SECURITY AGREEMENT (MORTGAGE) SUPPLEMENT NO. 1**

THIS SECURITY AGREEMENT (MORTGAGE) SUPPLEMENT NO. 1, dated as of March 31, 1995 (this "*Supplement*"), is entered into between NATIONAL RAILROAD PASSENGER CORPORATION ("*Amtrak*") and EXPORT DEVELOPMENT CORPORATION ("*EDC*").

**RECITALS:**

A. Amtrak and Bombardier Corporation and Bombardier Inc. ("*Bombardier*") are parties to that certain Agreement for Purchase and Sale of Superliner Cars, dated as of April 19, 1991, as amended to date (the "*Commercial Contract*"), pursuant to which Amtrak is acquiring passenger rail cars.

B. Amtrak and EDC entered into that certain Loan Agreement, dated as of April 19, 1991 (the "*Loan Agreement*"), pursuant to which EDC agreed to lend funds to Amtrak for the purpose of acquiring up to 140 passenger rail cars under the Commercial Contract.

C. Amtrak and EDC entered into that certain Security Agreement (Mortgage), dated as of April 19, 1991 (as amended, modified or supplemented from time to time, the "*Mortgage*"), that was recorded with the Interstate Commerce Commission on April 19, 1991 under Recordation No. 17286, pursuant to which Amtrak granted to EDC a security interest in all passenger rail cars acquired and to be acquired under the Commercial Contract.

D. Pursuant to the Second Amendment to the Commercial Contract, dated as of December 8, 1993, Amtrak and Bombardier amended the Commercial Contract to provide for the acquisition by Amtrak of an additional 55 passenger rail cars from Bombardier.

E. Amtrak and EDC desire to supplement the Mortgage to describe more fully the passenger rail cars that will be acquired under the Second Amendment to the Commercial Contract.

In consideration of the promises and the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Amtrak and EDC, intending to be legally bound, agree as follows:

1 Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan Agreement.

2. Supplement to Mortgage. Paragraph (a) of Article II of the Mortgage is hereby supplemented by adding the following:

<u>Car Type</u>	<u>Current Sequence Extension</u>
(35) Transition Cars	39012 thru 39046
(10) Diners	38059 thru 38068
(10) Lounges	33040 thru 33049

3. Attachment of Security Interest. Each of Amtrak and EDC hereby acknowledge, confirm and, to the extent necessary, agree that EDC's security interest in the passenger rail cars created by the Mortgage attaches to the first 140 passenger rail cars acquired by Amtrak under the Commercial Contract and financed under the Loan Agreement.

4. Reference to and Effect on the Security Documents.

(a) On and after the date of this Supplement, each reference in the Mortgage to "this Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference to the Mortgage in the other Security Documents, shall mean a reference to the Mortgage as supplemented hereby.

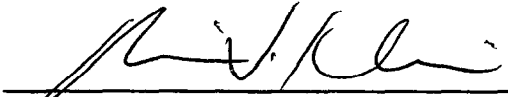
(b) Except as specifically supplemented above, the Mortgage and all other Security Documents, shall remain in full force and effect and are hereby ratified and confirmed. Without limiting the generality of the foregoing, the Mortgage and all Collateral described therein do and shall continue to secure the payment of all obligations of Amtrak under the Loan Agreement as supplemented hereby and under the other Security Documents.

(c) The execution, delivery and effectiveness of this Supplement shall not operate as a waiver of any right, power or remedy of EDC under the Loan Agreement and all other Security Documents.

5. Miscellaneous. This Supplement may be amended only by an agreement in writing duly executed by Amtrak and EDC. The headings of the paragraphs of this Supplement are for convenience only and do not constitute a part of this Supplement. This Supplement shall be governed by, and construed and enforced in accordance with the laws of the District of Columbia. This Supplement shall be binding upon Amtrak and EDC and their successors and assigns. This Supplement may be executed in several counterparts, each of which when executed and delivered shall be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed by their respective duly authorized officers, as of the day and year first above written.

NATIONAL RAILROAD PASSENGER  
CORPORATION

By:   
Name: Richard I. Klein  
Title: Treasurer

EXPORT DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

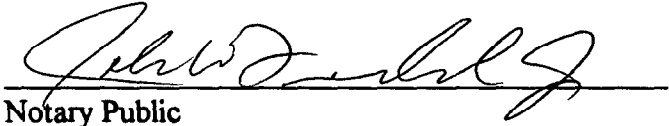
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DISTRICT OF COLUMBIA )

) ss

CITY OF WASHINGTON )

On this 11<sup>th</sup> day of April, 1995 before me personally appeared Richard I. Klein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 1-1-2000

[SEAL]



IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed by their respective duly authorized officers, as of the day and year first above written.

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Name: Richard I. Klein  
Title: Treasurer


EXPORT DEVELOPMENT CORPORATION

By: W. W. Lee  
Name:  
Title:

By: K. H. Hump  
Name:  
Title:

PROVINCE OF ONTARIO )  
 ) ss.:  
COUNTRY OF CANADA )

On this 10th day of April, 1995, before me personally appeared Mike McLean and Ken Hamp, to me personally known, who being duly sworn, say that they are the Senior Vice-President Americas Division and Manager, U.S.A. and Caribbean Department of EXPORT DEVELOPMENT CORPORATION, respectively, and that the foregoing document was executed on behalf of such corporation, and they acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

A handwritten signature in dark ink, appearing to read 'William F. Doyle', written over a horizontal line.

William F. Doyle

Notary Public

Regional Municipality of Ottawa-Carleton

My commission does not expire: